

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

SAFETY INSURANCE COMPANY)	CIVIL ACTION NO.
)	05-10181-RWZ
Plaintiff)	
)	
v.)	
)	
UNITED STATES OF AMERICA)	
)	
Defendant.)	
)	

MEMORANDUM OF LAW IN SUPPORT OF THE UNITED STATES' MOTION FOR
LEAVE TO SERVE SUMMONS AND COMPLAINT UPON A THIRD PARTY DEFENDANT

Rule 14 of the Federal Rules of Civil Procedure provides in part:

At any time after commencement of the action a defending party, as a third party plaintiff, may cause a summons and complaint to be served upon a person not a party to the action who is or maybe liable to the third party plaintiff for all or part of the plaintiff's claim against the third party plaintiff.
See Fed. R. Civ. P. R. 14(a).

On April 27, 2004, at approximately 3:30 p.m., William Fuller ("Fuller") drove his vehicle from a parking lot located on Hartwell Avenue, Lexington. Fuller sought to make a left turn onto that avenue. At the same time, however, a tractor trailer truck approaching from Fuller's left sought to turn into the same parking lot Fuller was exiting. Even though the tractor trailer

truck obstructed Fuller's view of oncoming traffic approaching from his left, he chose to make a left hand turn onto Hartwell Avenue. At that moment, Sargent Stephen D'Amour of the United States Air Force ("Sargent D'Amour") was proceeding down Hartwell Avenue to the Hanscom Air Force Base. Just as Sargent D'Amour passed the tracker trailer, Fuller's vehicle slammed into St. D'Amour's vehicle, a 2002 Dodge owned by the Air Force.

Fuller's insurance company, the plaintiff, spent \$11,026.76 repairing his vehicle, a 2003 Chevrolet 4 x 4 Avalanche. Through this civil action, the plaintiff now seeks to recover that money from the United States. The plaintiff's claim against the United States stems from Fuller's negligence and, if an insurer can sue it's insured, Fuller is liable for all of the plaintiff's claim against the United States, the third party plaintiff. Moreover, the United States will seek to recover all it's costs from Fuller for the losses it incurred from the collision. The Air Force's vehicle was totally destroyed, for an approximate loss of \$7,000. Moreover, the Air Force paid \$1,160 medical costs for the injuries Sargent D'Amour sustained from the collision. For the

foregoing reasons, the United States requests leave to serve a summons and complaint upon Fuller.

Respectfully submitted,

MICHAEL J. SULLIVAN
United States Attorney

May 31, 2005

By: /s/ Christopher Alberto
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LOCAL RULE 7.1(A)(2) CERTIFICATION

Pursuant to Local Rule 7.1(A)(2), the parties have conferred and counsel for the plaintiff regarding this motion and sought to narrow the issues.

CERTIFICATE OF SERVICE

I certify that on this day a true copy of the Memorandum was served by first class mail, postage prepaid, upon the plaintiff's attorney, Thomas C. O'Keefe, Esq. 180 West Central Street, Natick, Massachusetts, 01760.

/s/ Christopher Alberto
Christopher Alberto
Assistant U.S. Attorney